

BASIC AGREEMENT

Basic Agreement No. _____

Basic Agreement Between the United States of America (hereinafter called "The Government") and

(Name of Contractor)

This memorandum agreement made this ____ day of _____ 19 ____ has for its purpose simplification and increased efficiency in the negotiation and execution of fixed price and/or cost reimbursement type task orders or delivery orders between the United States of America and the

(Name of Contractor)

a corporation incorporated under the laws of the State of _____. The terms and provisions of Sections A, B, C, D, E, and F hereinafter set forth are for application as agreed upon by the parties hereto.

It is agreed that the clauses set forth in Section A are those common to all types of task orders.

It is further agreed that Sections B, C, D, E, and F are for mutual selection as applicable to the particular task order. Each task order executed after the date of execution of this basic agreement and prior to its termination shall refer to all clauses and provisions of this agreement which are applicable to the said task order, thereby incorporating them by reference. Each task order shall include the designated clauses and provisions, and any additional clauses and provisions which may be specifically set forth in the task order.

This agreement may be terminated in its entirety by either party upon thirty (30) days notice in writing to the other party. This agreement may be terminated by the Government at any time if the parties fail to agree upon any deletion, modification or addition to this agreement which is required by statute, executive order, or the Armed Services Procurement Regulation. No deletion, modification or addition to, or termination of, this agreement shall affect any contract or task order theretofore entered into between the parties.

The effective period of this agreement shall be from _____

to _____

The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

CONTRACTOR REPRESENTS (Check appropriate boxes)

(1) (a) That it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Fed. Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9709, which contains the detailed definitions and related procedures,) (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if Contractor is a regular dealer, it also represents that all supplies to be furnished thereunder ☐ will, ☐ will not, be manufactured or produced in the United States or its Territories or possessions by a small business manufacturer or producer.

(2) (a) That it ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that it ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Reg., Title 44, Secs. 150.7 and 150.5(d), Fed. Reg., Dec. 31, 1952, Vol. 17, No. 253.)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

By _____

WITNESSES

(CONTRACTING OFFICER)

(CONTRACTOR)

By _____

NOTE.—In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

(TITLE)

(ADDRESS)

CERTIFICATE

I, _____, certify that I am the

_____ of the corporation named as Contractor herein;

that _____, who signed this contract on behalf of

the Contractor, was then _____ of said corporation;

that said contract was duly signed for and in behalf of said corporation by authority of its governing body,

and is within the scope of its corporate powers.

SIGNATURE (Corporate Seal)